

Welcome to the XERQ website (hereinafter "XERQ" or the "Website") – primarily located at xerq.io

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2522 Chambers Road Suite 100
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3. **Individual Features and Services.** By using XERQ, you are subject to any additional posted guidelines or rules including but not limited to XERQ's [Rules & Guidelines](#) and the "Announcements" or "Stickies" found in the XERQ Forums, which are applicable to specific activities and features which may be posted from time to time (collectively referred to herein as the "Guidelines"). All such Guidelines are hereby incorporated by reference into these Terms.
4. **Modification of these Terms.** XERQ reserves the right, at its discretion, to change, modify, add, or remove portions of these Terms at any time by posting a notice on the Website or by contacting you at the email provided by you at the time of registration. It is advised that you check these Terms and any Guidelines periodically for changes. Your continued use of XERQ after the posting of changes constitutes your binding acceptance of such changes. For any material changes to these Terms, such amended terms will become effective thirty (30) days from the date initially posted on XERQ.
5. **Prohibited Conduct – By using XERQ you agree NOT to:**
 - a. "stalk", harass, threaten, or defraud other XERQ Members;
 - b. send, post, or make available threatening, embarrassing, hateful, racially or ethnically insulting, deceptive, tortious, defamatory, libelous, or otherwise inappropriate or offensive content to other XERQ Members;

- c. make unsolicited or inappropriate offers, advertisements or proposals for goods, services or other commercial activities outside of XERQ;
 - d. send junk mail or chain letters to other Members;
 - e. impersonate another individual (including another XERQ Member or member of the XERQ staff);
 - f. access another Member's account without permission;
 - g. fail to deliver payment for any purchases made on XERQ;
 - h. share passwords issued by XERQ with a third party or encourage another Member to do so;
 - i. misrepresent the source, identity, or content of information transmitted via XERQ, (such as claiming a created work as your own that is not actually yours) or otherwise infringing any trademark, copyright, right of publicity or other right of any other person or entity;
 - j. use or encourage others to use XERQ for any illegal purpose;
 - k. use the Website's features for anything other than the intended purpose, including exploiting Website glitches for personal gain;
 - l. interfere with any security-related features of XERQ;
 - m. intentionally interfere with the operation of XERQ or any Member's enjoyment of XERQ, including intentionally posting inflammatory statements to get a reaction ("Trolling");
 - n. discuss, promote, or depict any form of child sexuality, abuse, exploitation, or related topics that may be harmful to or threaten the security of a child or minor;
 - o. post or distribute any content that contains software viruses or other code intended to damage or interfere with any software, hardware, equipment, system, data, or other information of XERQ or any third party;
 - p. decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of XERQ, except to the limited extent applicable laws specifically prohibit such restriction;
 - q. use bots on the site;
 - r. buy, sell or trade subscriptions for non-XERQ items (including cash) or vice versa;
 - s. attempt to hack or scam other Members;
 - t. engage in any other conduct prohibited by our Rules and Guidelines.
6. **Eligibility; Account Information.** XERQ is not available to persons under the age of 18 or to any Members suspended or removed from XERQ by its staff members. You agree that the information you provided to XERQ during Member registration and, at all other times, is true, accurate, current and complete. As a Member, you have an ongoing obligation to keep all account information accurate and up-to-date at all times. XERQ may, in its sole discretion, refuse to offer XERQ to any person or entity. XERQ may change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access XERQ is revoked in such jurisdictions.
7. **Password.** When you register as a Member you will be asked to provide a password. As you will be responsible for all activities that occur within your account, you should keep your password confidential. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your password, or any credit, debit or charge card number), you will immediately notify XERQ. You may be liable for the losses incurred by XERQ or others due to any unauthorized use of your account.
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misrepresentations that could damage XERQ or any third party; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, harassing, hateful, racially or ethnically offensive or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law or is otherwise inappropriate; (iv) post advertisements or solicitations of business; (v) impersonate another person, or (vi) engage in any other activity that is prohibited by these Terms.

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- b. XERQ assumes no responsibility for actively monitoring Forums for inappropriate Messages. If at any time XERQ chooses, in its sole discretion, to monitor the Forums, XERQ nonetheless assumes no responsibility for the content of the Messages, no obligation to modify or remove any inappropriate Messages, and no responsibility for the conduct of the Member submitting any Message. In submitting Messages to Forums, you agree to strictly limit yourself to discussions about the subject matter for which the Forums are intended. You agree that XERQ accepts no liability whatsoever if it determines to prevent your Messages from being submitted or if it edits, restricts or removes your Messages.

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- a. **Notice.** Notice. Except as explicitly stated otherwise, legal notices will be served on XERQ's national registered agent or to the email address you provide to XERQ during the registration process. Notice will be deemed given twenty-four hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you legal notice by mail to a postal address, if provided by you through XERQ. In such case, notice will be deemed given three days after the date of mailing.
- b. **Waiver.** The failure of XERQ to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by XERQ.
- c. **Governing Law.** These Terms will be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law.
- d. **Jurisdiction.** You agree that any action at law or in equity arising out of or relating to these Terms or XERQ will be filed only in the state or federal courts in and for Santa Clara County, California, and you hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action.
- e. **Severability.** If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.
- f. **Assignment.** These Terms and related Guidelines, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by XERQ without restriction.
- g. **Survival.** Sections 7 and 14 through 19 will survive any termination of these Terms.
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- i. **Entire Agreement.** This is the entire agreement between you and XERQ relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change to these Terms or Guidelines made by XERQ as set forth in Section 3 above.
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